

1 **AGREEMENT FOR PROFESSIONAL SERVICES**

2 **BETWEEN**

3 **THE CITY OF NEW ORLEANS**

4 **AND**

5 **STRATEGIC PLANNING ASSOCIATES**

6 THIS AGREEMENT made this 6th day of November, 2008 by and between
7 the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson,
8 Council President (hereinafter referred to as "the City"), and Strategic Planning
9 Associates, herein represented by Charlotte Burnell, (hereinafter referred to as
10 "Contractor").

11 **WITNESSETH**

12 **WHEREAS**, the City desires to engage Strategic Planning Associates, to
13 assist the City Council and staff in reviewing the City's 2009 proposed budget and to
14 provide advice and recommendations on revenue and expenditure alternatives as
15 needed before Council adoption of the budget; and

16 **WHEREAS**, Strategic Planning Associates, whose address is 5037 Veteran
17 Boulevard, #1D, Metairie, LA 70006, and whose taxpayer ID number is 72-1426633
18 is fully qualified and experienced to perform the services desired by the Council;

19 **WHEREAS**, the Council has authorized a contract with the Contractor by
20 Motion M-08-607, on November 6, 2008;

21 The City of New Orleans and the Contractor for the considerations and under
22 the conditions set forth below, do agree as follows:

23 **ARTICLE I. SCOPE OF SERVICES**

24 **Section 1. CONTRACTOR AGREES:**

1 A. To work with the Council and the Budget Committee as a resource in
2 reviewing the 2009 proposed city department budgets and city revenue
3 sources.

4 B. To serve as a resource in providing insight into potential programs and
5 revenue sources that have been implemented by other regional
6 governmental agencies.

7 C. To work with the Council Budget Chair to provide information and supportive
8 materials as requested during the budget review process.

9 **Section 2. THE CITY AGREES TO:**

10 A. Provide available information as requested.

11 B. Provide contract administration through the City Council Fiscal Office.

12 **ARTICLE II. REPRESENTATIONS AND WARRANTIES**

13 Section 1. Representations and Warranties of City. City represents and warrants
14 that:

15 A. City has the legal authority to enter into this Agreement; and

16 B. The undersigned Council President has the authority to execute this
17 Agreement on behalf of City.

18 Section 2. Representations and Warranties of Contractor. Contractor represents
19 and warrants that:

20 A. Contractor has not employed or retained any entity or person, other than a
21 bona fide employee working solely for Contractor, to solicit or secure this
22 Agreement nor has Contractor paid or agreed to pay any entity or person,
23 other than a bona fide employee, any gift, commission, percentage,
24 brokerage or any other such fee for the purpose of assisting Contractor in
25 securing this Agreement. Contractor acknowledges its understanding that
26 any gifts made or fees paid in contravention of this representation and
27 warranty shall be considered bribery pursuant to City Code Section 70-509
28 and shall subject the offender to criminal penalties in addition to suspension
29 from participation in City contracting for a period of not less than three years.

1 The execution of this Agreement by Contractor's duly authorized
2 representative shall be deemed a sworn statement by Contractor of its
3 compliance with this representation and warranty, as required by City Code
4 Section 46-51;

5 B. Contractor, has the full power and authority to enter into and execute this
6 Agreement and, as such, this Agreement is legally binding upon and
7 enforceable against Contractor in accordance with its terms;

8 C. Contractor is not under any obligation to any other party that would be
9 inconsistent with or in conflict with this Agreement or that would prevent, limit or
10 impair in any way its performance of any obligations hereunder;

11 D. Contractor has the requisite expertise, qualifications, staff, materials and
12 equipment in place and available to enable it to fully perform the Services
13 and Contractor, along with its employees, as required, and all sub-
14 contractors, if any and as required, possess all necessary permits, licenses,
15 consents, registrations and/or certifications required under federal, state
16 and/or local law to perform the Services;

17 E. As of the Effective Date of this Agreement, Contractor has no knowledge of
18 any undisclosed fact that could materially adversely affect its condition
19 (financial or otherwise), business operations or its ability to fulfill its
20 obligations under this Agreement;

21 F. Contractor is not in breach of any federal, state or local statute or regulation
22 applicable to Contractor or its operations;

23 G. Contractor's work shall be accurate and free from any material errors.
24 Contractor's duties as set forth in this Agreement shall at no time be in any
25 way diminished by reason of any approval by City nor shall Contractor be
26 released from liability by reason of such approval by City, it being understood
27 that City, at all times, is ultimately relying upon Contractor's skill and
28 knowledge in performing the Services;

29 H. Contractor is bonded, if required by law, and fully and adequately insured for
30 the injury of its employees and any others incurring loss or injury as a result of
31 the actions of Contractor or its employees or subcontractors in the performance
32 of its obligations under this Agreement; and

1 I. Contractor has read and fully understands the terms, covenants and
2 conditions set forth in this Agreement and is executing the same willingly and
3 voluntarily of its own volition.

4 Section 3. Reliance on Representations, Warranties and Covenants. All
5 representations, warranties, covenants and agreements made in this Agreement are
6 intended to be material and shall be conclusively deemed to have been relied upon
7 by the receiving party.

8 **ARTICLE III. COMPENSATION:**

9 Section 1. Non-Liability for Costs and Expenses. City shall not be liable for any
10 costs or expenses paid or incurred by Contractor in the performance of the Services,
11 unless specific exception is provided herein.

12 Section 2. Truth-In-Negotiation. As of the Effective Date of this Agreement,
13 Contractor represents and warrants that the rates charged City as set forth in this
14 Article III for the performance of the Services are no higher than those charged
15 Contractor's most favored customer for the same or substantially similar services. In
16 the event Contractor's "most favored customer" rates are reduced during the term of
17 this Agreement, Contractor shall be obligated to promptly notify City of such reduction
18 in writing, and such reduced rates shall apply to any services provided on or after the
19 date that Contractor first reduced such rates. City shall have the right to enforce this
20 provision for up to one (1) year following the termination of this Agreement.

21 Section 3. Detailed Invoice. As a prerequisite to payment, Contractor shall submit
22 to City invoices describing in detail, at a minimum, the services performed and time
23 expended in the performance of such services. Indications of time shall be done in
24 increments of not greater than one-tenth of an hour.

25 Section 4. Maximum Compensation; Subject to Appropriation. City's obligation to
26 compensate Contractor hereunder shall not at any time exceed the maximum
27 compensation, in the aggregate, of \$15,000,00. Further, all compensation owed
28 Contractor pursuant to this Agreement is contingent upon the appropriation and
29 allocation of funds by City.

30 Section 5. No Payment for Services Beyond Scope of Agreement. Except as may
31 be provided by laws governing emergency procedures, officers and employees of
32 City are not authorized to request Contractor to provide additional services that

1 would result in the performance of services beyond the scope set forth in Article I,
2 unless this Agreement has been amended in accordance with its terms to authorize
3 such additional services and/or expenditures. City shall not be required to reimburse
4 Contractor for any services that are provided by Contractor that are beyond the
5 scope of this Agreement, in the absence of a duly authorized executed amendment
6 hereto.

7 Section 6. No Payments in Excess of Maximum Compensation. Officers and
8 employees of City are not authorized to offer or promise to Contractor additional
9 funding for the contract in excess of the maximum amount of funding set forth
10 above. Additional funding for services provided under this Agreement, unless this
11 Agreement has been amended in accordance with its terms to authorize such
12 increase and the Department of Finance has certified the availability of such
13 additional funding. Absent the prior duly authorized amendment of this Agreement
14 and the necessary certification of the Department of Finance, City shall not be
15 required to honor—and will not remit to Contractor—any offered or promised
16 additional funding for any of the Services performed pursuant to this Agreement in
17 excess of the maximum amount set forth above.

18 **ARTICLE IV. TERM**

19 This Agreement shall commence on the Effective Date and shall continue until
20 December 31, 2008. It is understood and acknowledged by Contractor that except
21 for the follow-up report to the Council, the services described above are expected to
22 be completed by no later than November 4, 2008 .

23 **ARTICLE V. NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

24 Section 1. Contractor Shall Not Discriminate. In the performance of this Agreement,
25 Contractor agrees not to discriminate on the basis, whether in fact or perception, of a
26 person's race, color, creed, religion, national origin, ancestry, age, sex, sexual
27 orientation, gender identity, domestic partner status, marital status, physical or
28 mental disability or AIDS- or HIV-status against (A) any employee of or any City
29 employee working with Contractor in any of Contractor's operations within Orleans
30 Parish or (B) any person seeking accommodations, advantages, facilities, privileges,
31 services, or membership in all business, social, or other establishments or
32 organizations operated by Contractor. Contractor agrees to comply with and abide

1 by all applicable federal, state and local laws relating to non-discrimination,
2 including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the
3 Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

4 Section 2. Equal Employment Opportunity. Contractor further agrees not to
5 discriminate on the basis, whether in fact or perception, of a person's race, color,
6 creed, religion, national origin, ancestry, age, sex, sexual orientation, gender
7 identity, domestic partner status, marital status, physical or mental disability or AIDS-
8 or HIV-status against any applicant for employment with Contractor. Further,
9 Contractor agrees to take affirmative action to ensure that that the applicants are considered
10 for employment and that employees are treated during employment without unlawful regard to such
11 person's race, color, creed, religion, national origin, ancestry, age, sex, sexual
12 orientation, gender identity, domestic partner status, marital status, physical or
13 mental disability or AIDS- or HIV-status. Such action shall include, without limitation,
14 the following areas: employment, promotion, demotion, transfer or layoff;
15 recruitment or recruitment compensation; and selection for training. Contractor
16 agrees to post in conspicuous places, available to employees and applicants for
17 employment, notices setting forth the provisions of this non-discrimination clause.
18 Further, Contractor agrees all solicitations or advertisements for employees placed
19 by or on behalf of Contractor shall state that all qualified applicants will receive
20 consideration for employment without regard to race, creed, color, sex or national
21 origin.

22 Section 3. Subcontracts. Any and all subcontracts by the Contractor relating to
23 work under this contract shall be approved in advance by motion of the Council. The
24 Council may require information on ownership interests in the subcontractor prior to
25 approval of the subcontractor's retention. Contractor shall incorporate by reference
26 in all subcontracts the provisions of this Article and shall require all subcontractors to
27 comply with such provisions. Contractor's failure to comply with the obligations in
28 this subsection shall constitute a material breach of this Agreement.

29 **ARTICLE VI. INDEMNIFICATION**

30 Section 1. Duty to Indemnify City Against Loss. To the fullest extent permitted by
31 law, Contractor shall protect, defend, indemnify and hold harmless City, its agents,
32 elected officials and employees (collectively, the "Indemnified Parties") from and

1 against all claims, actions, liabilities, losses (including, without limitation, economic
2 losses) and costs, arising out of or related to (a) any actual or alleged act or
3 omission in the performance of the Services by Contractor or any subcontractor or
4 (b) any act outside the scope of the Services by Contractor or any subcontractor. By
5 way of illustration—not limitation, Contractor’s obligation to indemnify City shall
6 extend to the following, provided that such claims arise out of or relate to the
7 performance of the Services by Contractor: (i) personal injury claims, (ii) property
8 damage or loss claims, (iii) fines or sanctions resulting from violations of any law,
9 statute, ordinance, rule, regulation or intellectual property rights by Contractor, and
10 (iv) liens, claims or actions made by Contractor, any subcontractor or any employees
11 thereof under workers compensation acts, disability benefits acts, other employee
12 benefit acts or any statutory bar.

13 Section 2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary
14 herein, Contractor shall not be required to indemnify the Indemnified Parties for any
15 loss that results from the gross negligence or willful misconduct of any of the
16 Indemnified Parties, provided that Contractor or any subcontractor did not contribute
17 to such gross negligence or willful misconduct. . Contractor shall also not be
18 required to indemnify any party to this agreement if the City Council or any agency
19 or subdivision thereof disregards the advice of Contractor.

20 Section 3. Independent Duty to Defend. Contractor specifically acknowledges and
21 agrees that it has an immediate and independent obligation to, at City’s option, (a)
22 defend City from or (b) reimburse City for its costs incurred in the defense of: any
23 claim that actually or potentially falls within this Article V, even if the allegations are
24 or may be groundless, false or fraudulent. This obligation shall remain in full force
25 and effect even if Contractor is ultimately absolved from liability.

26 Section 4. Expenses. All expenses, including, without limitation, reasonable
27 attorney fees, incurred by City in enforcing this Agreement shall be borne by
28 Contractor.

29 **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

30 Section 1. Independent Contractor Status. Contractor shall not be deemed an
31 employee, servant, agent, partner or joint venturer of City. Rather, Contractor herein
32 expressly acknowledges and agrees that it is providing services exclusively as an

1 independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6).
2 As such, Contractor agrees that it shall not hold itself or any of its employees,
3 subcontractors or agents to be an employee, partner or agent of City. Further,
4 Contractor acknowledges and agrees that, as an independent contractor, neither
5 Contractor nor any of its employees shall be entitled to receive any benefits that
6 employees of City are entitled to receive, including, without limitation, workers'
7 compensation coverage, unemployment compensation coverage, medical
8 insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or
9 Social Security for any services rendered to City under this Agreement.

10 Section 2. No Withholding; Form 1099 Reporting. Contractor understands and agrees
11 that (a) City will not withhold on behalf of Contractor any sums for any federal, state or
12 local income tax, unemployment insurance, social security, or any other withholding
13 pursuant to any law or requirement of any governmental body, and that City will not
14 make available to Contractor any of the benefits afforded to employees of City; (b) all
15 of such withholdings and benefits, if applicable, are the sole responsibility of
16 Contractor; and (c) Contractor will indemnify and hold City harmless from any and all
17 loss or liability arising with respect to any such withholdings and benefits. The parties
18 agree that if the Internal Revenue Service questions or challenges Contractor's
19 independent contractor status, both Contractor and City shall have the right to
20 participate in any discussion or negotiation with the Internal Revenue Service.
21 Contractor acknowledges that all compensation paid to Contractor pursuant to this
22 Agreement will be reported annually by City to the Internal Revenue Service on Form
23 1099.

24 Section 3. No Control of Method of Performing Services. City is interested only in the
25 results obtained under this Agreement. With regard to Contractor's performance of the
26 Services, nothing herein shall be construed as giving City control over (a) the manner
27 or method of Contractor's performance or (b) the professional judgment of Contractor
28 with respect to such performance. City waives any rights to direct, instruct or control
29 Contractor as to the manner in which Contractor achieves the general and specific
30 objectives, except that Contractor agrees to perform the Services in a manner
31 designed to minimize delay, duplication of efforts, redundancy and expenses,
32 including, without limitation, Contractor's compensation. In sum, Contractor agrees

1 and shall be obligated to perform the Services in the most expeditious and economical
2 manner consistent with the interests of City.

3 **ARTICLE VIII. GOVERNING LAW, JURISDICTION AND VENUE**

4 Section 1. Governing Law. This Agreement shall be construed and enforced in
5 accordance with the laws of the State of Louisiana, excepting its conflict of laws
6 provisions.

7 Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related
8 to this Agreement, Contractor hereby consents and yields to the exclusive
9 jurisdiction and venue of the Civil District Court for the Parish of Orleans and
10 expressly waives any (A) pleas of jurisdiction based upon Contractor's residence
11 and (B) right of removal to federal court based upon diversity of citizenship.

12 **ARTICLE IX. RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

13 Section 1. Retention. Contractor agrees to keep all such business records related
14 to or arising out of this Agreement as would be kept by a reasonably prudent
15 practitioner of Contractor's profession for a period of six (6) years after the
16 termination of this Agreement. All accounting records shall be maintained in
17 accordance with generally accepted principles and practices.

18 Section 2. Right to Audit; Access. At any time during normal business hours, upon
19 receipt of reasonable notice and as often as City may deem necessary, Contractor
20 shall make all data, records, reports and all other materials relating to this
21 Agreement available to City for examination and copying. In addition, Contractor
22 shall permit City to audit, and shall cooperate fully in any such audit of, all invoices,
23 materials, payrolls, work papers, personnel records and other data necessary to
24 enable City to verify the accuracy of Contractor's invoices for payment for the
25 performance of the Services.

26 Section 3. Ownership. All data collected and all products of work prepared, created
27 or modified by Contractor in the performance of its obligations under this Agreement,
28 including, without limitation, any and all notes, tables, graphs, reports, files,
29 computer programs, source code, documents, records, disks, original drawings or
30 other such material, regardless of form and whether finished or unfinished,
31 (collectively, "Work Product") shall become the exclusive property of City, and no
32 reproduction of any portions of such Work Product may be made in any form without

1 the express written consent of City. City shall have all right, title and interest in such
2 Work Product, including, without limitation, the right to secure and maintain the
3 copyright, trademark and/or patent of Work Product in the name of City. All such
4 Work Product may be used and distributed for any purpose deemed appropriate by
5 City without the consent of and for no additional consideration owing to Contractor.

6 **ARTICLE X. TERMINATION**

7 Section 1. Termination for Cause. City and Contractor shall each have the right to
8 terminate this Agreement for cause, effective immediately upon the giving of written
9 notice to the other party of its intent to terminate and the reasons therefor. If the
10 termination for cause is subsequently challenged in a court of law and if the
11 challenging party prevails, the termination for cause shall be deemed to be a
12 termination for convenience and shall be effective thirty (30) days from the date that
13 the original written notice of termination for cause was given to the challenging party
14 and no further notice shall be required.

15 Section 2. Termination for Convenience. City and Contractor shall each have the
16 right to terminate this Agreement without cause by giving the other party written
17 notice of its intent to terminate at least thirty (30) days prior to the date of
18 termination. In the event City elects to terminate for convenience, City shall be
19 obligated to pay Contractor only for those Services performed up to and through the
20 date of termination.

21 Section 3. Survival of Certain Provisions. All representations and warranties and all
22 responsibilities regarding record retention, access and ownership, cooperation with
23 City Inspector General investigations, indemnification and payment for services
24 rendered shall survive the termination of this Agreement and continue in full force
25 and effect.

26 **ARTICLE XI. INSURANCE**

27 During the term of this Agreement, Contractor shall, at all times, maintain (a)
28 adequate worker's compensation and unemployment insurance coverage for its
29 employees in accordance with state law and (b) comprehensive general liability
30 insurance in amounts not less than \$1,000,000 per occurrence.

31 **ARTICLE XII. NOTICE**

32 Section 1. Any notice, demand, communication or request required or permitted

1 hereunder shall be in writing and delivered in person or by certified mail, return
2 receipt requested as follows:

3

4 If to City: Ronald J. Pursell, City Council Chief of Staff
5 New Orleans City Council, Room 1E06
6 City Hall, 1300 Perdido St.
7 New Orleans, Louisiana 70112

8 and Penya M. Moses-Fields
9 City Attorney
10 City of New Orleans
11 1300 Perdido St., Room 5E03
12 New Orleans, LA 70112

13 If to Contractor: Charlotte Burnell
14 Strategic Planning Associates
15 5037 Veterans Blvd. #1D
16 Metairie, La. 70006

17 Section 2. Notices shall be effective when received by each of the above-referenced
18 individuals at the addresses specified above. Each party shall be responsible for
19 notifying the other in writing of any changes in the respective addresses set forth
20 above.

21 Section 3. Nothing contained in this Article shall be construed to restrict the
22 transmission of routine communications between representatives of City and
23 Contractor.

24 **ARTICLE XIII**

25 **GENERAL PROVISIONS**

26 Section 1. No Assignment Without Consent. This Agreement is personal to each of
27 the parties hereto, and neither party may assign or delegate any rights or obligations
28 hereunder without first obtaining the written consent of the other party. Subcontractors
29 must be approved by Motion of the City Council.

30 Section 2. Conflict of Interest.

31 **A.** Contractor agrees to decline any offer of work, whether as an independent
32 contractor or employee, if such work would (a) affect Contractor's
33 independent professional judgment with respect to its performance of the

1 Services or (b) in any way interfere with Contractor's ability to discharge any
2 of its obligations under this Agreement. The initial determination of whether
3 any offer of work would present such a conflict of interest shall rest with
4 Contractor. However, Contractor shall be obligated to notify the Council
5 Chief of Staff and provide full disclosure as to any possible adverse effects
6 of such work as it relates to Contractor's independent professional judgment
7 or the discharge of any of its obligations under this Agreement. Final
8 decision as to whether any such work proposes a prohibited conflict of
9 interest shall rest with the Council of the City of New Orleans. Such decision
10 by the Council as to whether any such work constitutes a prohibited conflict
11 of interest should be made only after the Council seeks advice from the City
12 Attorney. The City Attorney may provide any advice to the Council that
13 he/she deems appropriate.

14 **B.** Determination of a conflict of interest shall be made in accordance with the
15 following process:

- 16 • The Council Chief of Staff shall immediately notify (either electronically or in
17 writing) each Councilmember of any notice received pursuant to this section
18 or in the event knowledge of a potential conflict of interest is acquired
19 independently.
- 20 • If any Councilmember objects to the Contractor's proposed undertaking, he
21 or she must notify the Chief of Staff (either electronically or in writing) within
22 seven working days of the receipt of notice from the Chief of Staff of such
23 objection. The Chief of Staff shall prepare a motion for the Councilmember(s)
24 objecting calling for the approval or disapproval of the proposed undertaking
25 by a majority of all members of the Council at the next regular or special
26 meeting of the Council.

27 Section 3. Audit and Other Oversight: The Contractor understands and will abide by
28 all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-
29 1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations
30 and authority of the City Inspector General), incorporated herein by reference.

31 Section 4. Non-waiver. The failure of either party to insist upon strict compliance
32 with any provision of this Agreement to enforce any right or to seek any remedy

1 upon discovery of any default or breach of the other party at such time as the initial
2 discovery of the existence of such noncompliance, right, default or breach shall not
3 affect, nor constitute a waiver of, any party's right to insist upon such compliance,
4 exercise such right or seek such remedy with respect to that default or breach or any
5 prior, contemporaneous or subsequent default or breach.

6 Section 5. Severability. The parties hereto intend all provisions of this Agreement to
7 be enforced to the fullest extent permitted by law. Accordingly, should a court of
8 competent jurisdiction find any provision to be unenforceable as written, the parties
9 intend and desire that the court should reform the provision so that it is enforceable
10 to the maximum extent permitted by law. If, however, the court should find such
11 provision to be illegal and not subject to reformation, such provision shall be fully
12 severable. In such event, this Agreement shall be construed and enforced as if such
13 illegal, invalid or unenforceable provision was never a part hereof, and the remaining
14 provisions of this Agreement shall remain in full force and effect.

15 Section 6. Exhibits. The following Exhibits shall be and hereby are incorporated into
16 this Agreement as if fully rewritten herein:

17 Exhibit A Credentials—Résumés, Licenses or Certifications; and

18 Exhibit B IRS Form W-9.

19 Exhibit C Corporate Resolution – Authorization to Sign

20 Section 7. Rules of Construction. The headings and captions of this Agreement are
21 provided for convenience only and are not intended to have effect in the construction
22 or interpretation of this Agreement. Whenever herein the singular number is used,
23 the same shall include the plural, where appropriate, and neutral words and words of
24 any gender shall include the neutral and other gender, where appropriate. Neither
25 this Agreement nor any uncertainty or ambiguity herein shall be construed or
26 resolved in favor of or against City or Contractor on the basis of which party drafted
27 the uncertain or ambiguous language. On the contrary, this Agreement has been
28 reviewed by all parties and shall be construed and interpreted according to the
29 ordinary meaning of the words used so as to fairly accomplish the purposes and
30 intentions of all parties hereto.

31 Section 8. Amendment. No amendment of or modification to this Agreement shall
32 be valid unless and until executed in writing by the duly authorized representatives

1 of both parties to this Agreement.

2 Section 9. No Third-Party Beneficiaries. This Agreement is entered into for the
3 exclusive benefit of the parties, and the parties expressly disclaim any intent to
4 benefit anyone not a party hereto.

5 Section 10. Time is of the Essence. City and Contractor each acknowledge and
6 agree that time is of the essence in the performance of this Agreement.

7 Section 11. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly,
8 Contractor shall be free to provide services to other clients, and City shall be free to
9 engage the services of other contractors for the provision of some or all of the Services
10 set forth in this Agreement.

11 Section 12. Prohibition Against Financial Interest in Agreement. No elected official
12 or employee of City shall have a financial interest, direct or indirect, in this
13 Agreement. For purposes of this Section, a financial interest held by the spouse,
14 child or parent of any elected official or employee of City shall be deemed to be a
15 financial interest of such elected official or employee of City. Any willful violation of
16 this provision, with the expressed or implied knowledge of Contractor, shall render
17 this Agreement voidable by City and shall entitle City to recover, in addition to any
18 other rights and remedies available to City, all monies paid by City to Contractor
19 pursuant to this Agreement without regard to Contractor's satisfactory performance
20 of such Services.

21 Section 13. Remedies Cumulative. No remedy set forth in this Agreement or
22 otherwise conferred upon or reserved to any party shall be considered exclusive of
23 any other remedy available to a party. Rather, each remedy shall be deemed
24 distinct, separate and cumulative and each may be exercised from time to time as
25 often as the occasion may arise or as may be deemed expedient.

26 Section 14. Complete Agreement. Contractor, Strategic Planning Associates,
27 specifically acknowledges that in entering into and accepting this Agreement
28 (comprised of 15 pages), Contractor relies solely upon the representations and
29 agreements contained in this Agreement and no others. This Agreement supersedes
30 and replaces any and all prior agreements, negotiations and discussions between the
31 parties hereto with regard to the terms, obligations and conditions herein.

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IN WITNESS WHEREOF:

CITY OF NEW ORLEANS

Jacquelyn Brechtel Clarkson
BY: JACQUELYN BRECHTEL CLARKSON
COUNCIL PRESIDENT

IN WITNESS WHEREOF:

STRATEGIC PLANNING ASSOCIATES

Charlotte Burnell
By: CHARLOTTE BURNELL
5037 VETERANS BLVD #1D
METAIRIE, LA, 70006

Taxpayer Identification Number: 72-1426633

APPPROVED: *Victoria Lines*

LAW DEPARTMENT

MOTION

NO. M-08-607

CITY HALL: November 6, 2008

BY: COUNCILMEMBERS HEDGE MORRELL, FIELKOW, HEAD, AND CLARKSON

[Handwritten signatures and initials]

WHEREAS, the Council of the City of New Orleans and its Budget Committee are in the process of reviewing the Mayor's proposed budget for 2009; and

WHEREAS, the 2009 budget presents particular challenges in funding essential services while major recovery projects are still underway; and

WHEREAS, the Council and its Budget Committee desire to retain the services of an independent consultant to review the Mayor's proposals and provide advice on revenue and expenditure alternatives; and

WHEREAS, the Strategic Planning Associates is fully qualified to perform this service, now therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Council President is authorized and requested to sign a contract with Strategic Planning Associates to provide professional consulting services relative to the Mayor's proposed 2009 budget, with the total amount of compensation not to exceed \$15,000.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: Carter, Clarkson, Fielkow, Hedge-Morrell, Midura - 5

NAYS: 0

ABSENT: Head, Willard-Lewis - 2

AND THE MOTION WAS ADOPTED.

G:\CCFISCAL\RES-MOT.08\motion for Strategic Planning Assoc.doc

THE FOREGOING IS CERTIFIED TO BE A TRUE AND CORRECT COPY

[Signature]
CLERK OF COUNCIL